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7 Attorneys for Plaintiff and Counterclaim Defendant

8  
 9 UNITED STATES DISTRICT COURT  
 10 CENTRAL DISTRICT OF CALIFORNIA  
 11 SOUTHERN DIVISION

<p>12 <b>OAKLEY, INC.</b>, a Washington          corporation,</p> <p>13          14 Plaintiff,</p> <p>15 vs.</p> <p>16 <b>CTS WHOLESALE, LLC dba</b>  <b>WHOLESALE DISCOUNT</b>  <b>SUNGLASSES</b>, an Oregon Limited          Liability Corporation</p> <p>17          18 Defendant.</p> <hr/> <p>19 <b>AND RELATED</b></p> <p>20 <b>COUNTERCLAIMS</b></p> <hr/>	<p>) Case No.: SACV09-01285 CJC (RNBx)</p> <p>)</p> <p>) <b>FIRST AMENDED COMPLAINT</b></p> <p>) <b>FOR PATENT INFRINGEMENT,</b></p> <p>) <b>TRADEMARK INFRINGEMENT,</b></p> <p>) <b>AND UNFAIR COMPETITION AND</b></p> <p>) <b>FALSE DESIGNATION OF ORIGIN</b></p> <p>)</p> <p>) <b>JURY TRIAL</b></p> <p>)</p>
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22 Plaintiff Oakley, Inc. (hereinafter referred to as "Oakley") hereby complains  
23 of Defendant CTS Wholesale, LLC dba Wholesale Discount Sunglasses  
24 (hereinafter referred to as "CTS"), and alleges as follows:

25 **JURISDICTION AND VENUE**

26 1. Jurisdiction over this action is founded upon 15 U.S.C. § 1121, and 28  
27 U.S.C. §§ 1331 and 1338.  
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**PATENT INFRINGEMENT FACTS**

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2           7. Oakley is the owner by assignment of U.S. Patent No. 5,387,949, duly  
3 and lawfully issued on February 7, 1995, describing and claiming the invention  
4 entitled "Eyeglass Connection Device". A correct copy of U.S. Patent No.  
5 5,387,949 is attached hereto as Exhibit 1.

6           8. Oakley is informed and believes, and thereupon alleges that  
7 Defendant CTS is selling sunglasses that unlawfully embody the claimed subject  
8 matter of U.S. Patent No. 5,387,949. In particular, Oakley alleges that Defendant's  
9 Models "X Sportz XS053", "X Sportz XS504", "X Sportz XS510", "X Sportz  
10 XS513", "X Sportz XS061", "X Sportz XS016", "X Sportz XS054," and "High  
11 Quality Sunglasses CTS 12210" embody the subject matter claimed in Oakley's  
12 utility patent referred to above without any license thereunder and is thereby  
13 infringing the patent. Oakley is informed and believes and based thereon alleges  
14 that Defendant CTS made, used, imported, advertised, offered for sale and/or sold  
15 its accused sunglasses to multiple distributors, retailers, and/or retail customers.

16           9. Oakley is the owner by assignment of U.S. Patent No. D420,036, duly  
17 and lawfully issued on February 1, 2000, describing and claiming the invention  
18 entitled "Eyeglass Components" that protects the claimed design and  
19 ornamentation embodied by Oakley's "A Wire"® line of eyeglasses. A correct  
20 copy of U.S. Patent No. D420,036 is attached hereto as Exhibit 2.

21           10. Oakley is informed and believes, and thereupon alleges that  
22 Defendant CTS is selling sunglasses that unlawfully embody the claimed subject  
23 matter of U.S. Patent No. D420,036. In particular, Oakley alleges that Defendant's  
24 Model "High Quality Sunglasses CTS2087" embody the subject matter claimed in  
25 Oakley's design patent referred to above without any license thereunder and is  
26 thereby infringing the patent. Oakley is informed and believes and based thereon  
27 alleges that Defendant CTS made, used, advertised, imported, offered for sale  
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1 and/or sold its accused sunglasses to multiple distributors, retailers, and/or retail  
2 customers.

3 11. Oakley is the owner by assignment of U.S. Patent No. D388,816, duly  
4 and lawfully issued on January 6, 1998, describing and claiming the invention  
5 entitled "Eyeglass Front" that protects the claimed design and ornamentation  
6 embodied by Oakley's "Square Wire"® line of eyeglasses. A correct copy of U.S.  
7 Patent No. D388,816 is attached hereto as Exhibit 3.

8 12. Oakley is informed and believes, and thereupon alleges that  
9 Defendant CTS is selling sunglasses that unlawfully embody the claimed subject  
10 matter of U.S. Patent No. D388,816. In particular, Oakley alleges that Defendant's  
11 Model "X Sportz XS021" embody the subject matter claimed in Oakley's design  
12 patent referred to above without any license thereunder and is thereby infringing  
13 the patent. Oakley is informed and believes and based thereon alleges that  
14 Defendant CTS made, used, imported, advertised, offered for sale and/or sold its  
15 accused sunglasses to multiple distributors, retailers, and/or retail customers.

16 13. Oakley is the owner by assignment of U.S. Patent No. D446,804, duly  
17 and lawfully issued on August 21, 2001, describing and claiming the invention  
18 entitled "Eyeglass Front" that protects the claimed design and ornamentation  
19 embodied by Oakley's "C Wire"® line of eyeglasses. A correct copy of U.S.  
20 Patent No. D446,804 is attached hereto as Exhibit 4.

21 14. Oakley is informed and believes, and thereupon alleges that  
22 Defendant CTS is selling sunglasses that unlawfully embody the claimed subject  
23 matter of U.S. Patent No. D446,804. In particular, Oakley alleges that Defendant's  
24 Model "X Sportz XS505" embody the subject matter claimed in Oakley's design  
25 patent referred to above without any license thereunder and is thereby infringing  
26 the patent. Oakley is informed and believes and based thereon alleges that  
27 Defendant CTS made, used, imported, advertised, offered for sale and/or sold its  
28 accused sunglasses to multiple distributors, retailers, and/or retail customers.

1           15. Oakley is the owner by assignment of U.S. Patent No. D556,818, duly  
2 and lawfully issued on December 4, 2007, describing and claiming the invention  
3 entitled "Eyeglass Components" that protects the claimed design and  
4 ornamentation embodied by Oakley's "Gascan"® line of eyeglasses. A correct  
5 copy of U.S. Patent No. D556,818 is attached hereto as Exhibit 5.

6           16. Oakley is informed and believes, and thereupon alleges that  
7 Defendant CTS is selling sunglasses that unlawfully embody the claimed subject  
8 matter of U.S. Patent No. D556,818. In particular, Oakley alleges that Defendant's  
9 Model "X Sportz XS060" embody the subject matter claimed in Oakley's design  
10 patent referred to above without any license thereunder and is thereby infringing  
11 the patent. Oakley is informed and believes and based thereon alleges that  
12 Defendant CTS made, used, imported, advertised, offered for sale and/or sold its  
13 accused sunglasses to multiple distributors, retailers, and/or retail customers.

14           17. Defendant has received written notice of Oakley's proprietary rights in  
15 its patents by way of a cease and desist letter it caused to be sent to Defendant.  
16 Further, Defendant has received constructive notice of Oakley's patents as Oakley  
17 caused its patents to be placed plainly on the product and/or packaging. Despite  
18 actual and constructive knowledge, Defendant continues to infringe Oakley's  
19 patent rights. On information and belief, such infringement by Defendant must  
20 have been willful and wanton.

21           18. Oakley is informed and believes and thereupon alleges that the sale of  
22 the unauthorized, infringing sunglasses has resulted in lost sales, has reduced the  
23 business and profit of Oakley, and has greatly injured the general reputation of  
24 Oakley due to the inferior quality of the copies, all to Oakley's damage in an  
25 amount not yet fully determined.

26           19. The exact amount of profits realized by Defendant as a result of its  
27 infringing activities, are presently unknown to Oakley, as are the exact amount of  
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1 damages suffered by Oakley as a result of said activities. These profits and  
2 damages cannot be accurately ascertained without an accounting.

3 **TRADE DRESS FACTS**

4 20. Since 2002, Oakley has expended large sums of money in the  
5 promotion of its "Radar"® and "Half Jacket"® lines of sunglasses. As a result of  
6 Oakley's promotional efforts, these sunglass lines have become and are now widely  
7 known and recognized in this district and elsewhere as emanating from and  
8 authorized by Oakley. Oakley's "Radar"® and "Half Jacket"® product lines are  
9 inherently distinctive in appearance, and has become, through widespread public  
10 acceptance, a distinctive designation of the source of origin of goods offered by  
11 Oakley and an asset of incalculable value as a symbol of Oakley and its quality  
12 goods and good will.

13 21. Oakley is informed and believes and thereupon alleges that the  
14 Defendant's "Radar"® and "Half Jacket"® sunglass copies, sold as style numbers  
15 "X Sportz XS027", "X Sportz XS510" and "X Sportz XS504" are designed,  
16 manufactured, packaged, advertised, displayed and sold expressly to profit from  
17 the demand created by Oakley for the inherently distinctive configuration of these  
18 Oakley sunglasses and to trade on Oakley's goodwill and reputation.

19 22. Oakley is informed and believes and thereupon alleges that Defendant  
20 has advertised its Oakley sunglass copies via its website and by way of other  
21 media. Oakley is informed and believes and thereupon alleges that said advertising  
22 has drawn Oakley customers away from Oakley's website and its retailers, thereby  
23 causing damage to Oakley.

24 23. Oakley is informed and believes, and thereupon alleges, that  
25 Defendant's copy sunglasses are inferior products to authentic Oakley sunglasses.  
26 Oakley is further informed and believes and thereupon alleges that as a result of  
27 the inferior quality of Defendant's copy of Oakley's "Radar"® and "Half  
28 Jacket"® sunglasses, they are sold in the marketplace at a lower price than are

1 authentic Oakley sunglasses. As a result, Oakley has been damaged significantly  
2 in the sunglass market. Oakley contends and believes that its image and the  
3 reputation of its products has been tarnished and diminished by Defendant's sale of  
4 Oakley copy sunglasses of inferior quality.

5 24. Oakley is further informed and believes and thereupon alleges that the  
6 presence of Defendant's sunglass copies in the marketplace damages the value of  
7 Oakley's exclusive rights. The presence of the copies in the marketplace is likely  
8 to diminish the apparent exclusivity of genuine Oakley products thereby  
9 dissuading potential customers who otherwise would have sought inherently  
10 distinctive Oakley sunglass designs. Upon information and belief, Oakley alleges  
11 that such deception has misled, and continues to mislead, and confuse many  
12 purchasers to buy the products sold by Defendant and/or has misled non-  
13 purchasers to believe the sunglass copies emanate from or are authorized by  
14 Oakley.

15 25. Oakley is informed and believes and thereupon alleges that  
16 Defendant's sale of the allegedly infringing sunglass copies has resulted in lost  
17 sales, has reduced the business and profit of Oakley, and has greatly injured the  
18 general reputation of Oakley due to the inferior quality of the copies, all to  
19 Oakley's damage in an amount not yet fully determined.

20 26. The exact amount of profits realized by Defendant CTS as a result of  
21 its infringing activities, are presently unknown to Oakley, and neither are the exact  
22 amount of damages suffered by Oakley as a result of these activities. These profits  
23 and damages cannot be accurately ascertained without an accounting. Further,  
24 Defendant CTS' actions are irreparably injuring Oakley and will continue unless  
25 and until enjoined by this court.

26 **FIRST CLAIM FOR RELIEF**  
27 **Patent Infringement**

28 27. The allegations of paragraphs 1 through 26 are repled and realleged as  
though fully set forth herein.

1           28. This is a claim for patent infringement, and arises under 35 U.S.C.  
2 Sections 271 and 281.

3           29. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

4           30. Oakley is the owner of U.S. Patent No.5,387,949, which protects the  
5 invention entitled "Eyeglass Connection Device," embodied by Oakley eyewear.  
6 A true and correct copy of U.S. Patent No. 5,387,949 is attached hereto as Exhibit  
7 1. By statute, the patent is presumed to be valid and enforceable under 35 U.S.C. §  
8 282.

9           31. Defendant, through its agents, employees and servants, have  
10 manufactured, imported, advertised, offered to sell, and sold, without any rights or  
11 license, sunglasses which fall within the scope and claim contained in U.S. Patent  
12 No. 5,387,949.

13           32. Oakley is informed and believes and thereupon alleges that Defendant  
14 willfully infringed upon Oakley's exclusive rights under this patent, with full notice  
15 and knowledge thereof.

16           33. Oakley is informed and believes and thereupon alleges that Defendant  
17 has derived, received and will continue to derive and receive from the aforesaid  
18 acts of infringement, gains, profits and advantages in an amount not presently  
19 known to Oakley. By reason of the aforesaid acts of infringement, Oakley has  
20 been, and will continue to be, greatly damaged.

21           34. Defendant may continue to infringe U.S. Patent No. 5,387,949 to the  
22 great and irreparable injury of Oakley, for which Oakley has no adequate remedy  
23 at law unless the Defendant is enjoined by this court.

24                                   **SECOND CLAIM FOR RELIEF**  
25                                   **Patent Infringement**

26           35. The allegations of paragraphs 1 through 26 are repled and realleged as  
27 though fully set forth herein.

28           36. This is a claim for patent infringement, and arises under 35 U.S.C.  
Sections 271 and 281.



1           37. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

2           38. Oakley is the owner of U.S. Design Patent No. D420,036, which  
3 protects the ornamental design of eyeglass components embodied by Oakley's *A*  
4 *Wire* eyewear. A true and correct copy of U.S. Design Patent No. D420,036 is  
5 attached hereto as Exhibit 2. By statute, the patent is presumed to be valid and  
6 enforceable under 35 U.S.C. § 282.

7           39. Defendant CTS, through its agents, employees and servants, have  
8 manufactured, imported, advertised, offered to sell, and sold, without any rights or  
9 license, sunglasses which fall within the scope and claim contained in U.S. Design  
10 Patent No. D420,036.

11           40. Oakley is informed and believes and thereupon alleges that Defendant  
12 willfully infringed upon Oakley's exclusive rights under this patent, with full notice  
13 and knowledge thereof.

14           41. Oakley is informed and believes and thereupon alleges that Defendant  
15 has derived, received and will continue to derive and receive from the aforesaid  
16 acts of infringement, gains, profits and advantages in an amount not presently  
17 known to Oakley. By reason of the aforesaid acts of infringement, Oakley has  
18 been, and will continue to be, greatly damaged.

19           42. Defendant may continue to infringe U.S. Design Patent No. D420,036  
20 to the great and irreparable injury of Oakley, for which Oakley has no adequate  
21 remedy at law unless the Defendant is enjoined by this court.

22   **THIRD CLAIM FOR RELIEF**  
23   **Patent Infringement**

24           43. The allegations of paragraphs 1 through 26 are repled and realleged as  
25 though fully set forth herein.

26           44. This is a claim for patent infringement, and arises under 35 U.S.C.  
27 Sections 271 and 281.

28           45. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

1           46. Oakley is the owner of U.S. Design Patent No. D388,816, which  
2 protects the ornamental design of an eyeglass embodied by Oakley's *Square Wire*  
3 eyewear. A true and correct copy of U.S. Design Patent No. D388,816 is attached  
4 hereto as Exhibit 3. By statute, the patent is presumed to be valid and enforceable  
5 under 35 U.S.C. § 282.

6           47. Defendant, through its agents, employees and servants, have  
7 manufactured, imported, advertised, offered to sell, and sold, without any rights or  
8 license, sunglasses which fall within the scope and claim contained in U.S. Design  
9 Patent No. D388,816.

10           48. Oakley is informed and believes and thereupon alleges that Defendant  
11 willfully infringed upon Oakley's exclusive rights under this patent, with full notice  
12 and knowledge thereof.

13           49. Oakley is informed and believes and thereupon alleges that Defendant  
14 has derived, received and will continue to derive and receive from the aforesaid  
15 acts of infringement, gains, profits and advantages in an amount not presently  
16 known to Oakley. By reason of the aforesaid acts of infringement, Oakley has  
17 been, and will continue to be, greatly damaged.

18           50. Defendant may continue to infringe U.S. Design Patent No. D388,816  
19 to the great and irreparable injury of Oakley, for which Oakley has no adequate  
20 remedy at law unless the Defendant is enjoined by this court.

21   **FOURTH CLAIM FOR RELIEF**

22   **Patent Infringement**

23           51. The allegations of paragraphs 1 through 26 are repled and realleged as  
24 though fully set forth herein.

25           52. This is a claim for patent infringement, and arises under 35 U.S.C.  
26 Sections 271 and 281.

27           53. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

28           54. Oakley is the owner of U.S. Design Patent No. D446,804, which  
protects the ornamental design of an eyeglass embodied by Oakley's *C Wire*

1 eyewear. A true and correct copy of U.S. Design Patent No. D446,804 is attached  
2 hereto as Exhibit 4. By statute, the patent is presumed to be valid and enforceable  
3 under 35 U.S.C. § 282.

4 55. Defendant, through its agents, employees and servants, have  
5 manufactured, imported, advertised, offered to sell, and sold, without any rights or  
6 license, sunglasses which fall within the scope and claim contained in U.S. Design  
7 Patent No. D446,804.

8 56. Oakley is informed and believes and thereupon alleges that Defendant  
9 willfully infringed upon Oakley's exclusive rights under this patent, with full notice  
10 and knowledge thereof.

11 57. Oakley is informed and believes and thereupon alleges that Defendant  
12 has derived, received and will continue to derive and receive from the aforesaid  
13 acts of infringement, gains, profits and advantages in an amount not presently  
14 known to Oakley. By reason of the aforesaid acts of infringement, Oakley has  
15 been, and will continue to be, greatly damaged.

16 58. Defendant may continue to infringe U.S. Design Patent No.  
17 D446,804 to the great and irreparable injury of Oakley, for which Oakley has no  
18 adequate remedy at law unless the Defendant is enjoined by this court.

19 **FIFTH CLAIM FOR RELIEF**  
20 **Patent Infringement**

21 59. The allegations of paragraphs 1 through 26 are repled and realleged as  
22 though fully set forth herein.

23 60. This is a claim for patent infringement, and arises under 35 U.S.C.  
24 Sections 271 and 281.

25 61. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

26 62. Oakley is the owner of U.S. Design Patent No. D556,818, which  
27 protects the ornamental design of an eyeglass embodied by Oakley's *Gas Cam*  
28 eyewear. A true and correct copy of U.S. Design Patent No. D556,818 is attached

1 hereto as Exhibit 5. By statute, the patent is presumed to be valid and enforceable  
2 under 35 U.S.C. § 282.

3 63. Defendant, through its agents, employees and servants, has  
4 manufactured, imported, advertised, offered to sell, and sold, without any rights or  
5 license, sunglasses which fall within the scope and claim contained in U.S. Design  
6 Patent No. D556,818.

7 64. Oakley is informed and believes and thereupon alleges that Defendant  
8 willfully infringed upon Oakley's exclusive rights under this patent, with full notice  
9 and knowledge thereof.

10 65. Oakley is informed and believes and thereupon alleges that Defendant  
11 has derived, received and will continue to derive and receive from the aforesaid  
12 acts of infringement, gains, profits and advantages in an amount not presently  
13 known to Oakley. By reason of the aforesaid acts of infringement, Oakley has  
14 been, and will continue to be, greatly damaged.

15 66. Defendant may continue to infringe U.S. Design Patent No.  
16 D556,818 to the great and irreparable injury of Oakley, for which Oakley has no  
17 adequate remedy at law unless the said Defendant is enjoined by this court.

18 **SIXTH CLAIM FOR RELIEF**

19 **TRADE DRESS INFRINGEMENT**

20 67. Oakley realleges paragraphs 1 through 26 as though set forth fully at  
21 this point.

22 68. This is an action for trade dress infringement and false designation of  
23 origin pursuant to 15 U.S.C. § 1125(a) against Defendant CTS.

24 69. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

25 70. Since 2007, Oakley has marketed and sold its "Radar" line of  
26 sunglasses. The configuration of Oakley's "Radar" sunglass is distinctive and  
27 well-recognized by the industry and consumers as emanating from Oakley. The  
28 "Radar" sunglass has enjoyed enormous commercial success, which is expected to

1 continue, and have become, through wide-spread recognition, an indicator of  
2 Oakley as the source of the products.

3 71. Oakley is informed and believes and thereupon alleges that the  
4 Defendant's advertising and sale of copies of Oakley's "Radar" sunglass  
5 configuration constitutes trade dress infringement and unfair competition, as a false  
6 designation of origin, a false description or representation of goods, and false  
7 representation to the consuming public that the Defendant's sunglasses originated  
8 from or somehow are authorized by or affiliated with Oakley.

9 72. Oakley is informed and believes and thereupon alleges that the actions  
10 of Defendant CTS was done willfully, knowingly and maliciously with the intent  
11 to trade upon the good will of Oakley and to injure Oakley.

12 73. The Defendant's acts are in violation of 15 U.S.C. § 1125 (a) and will  
13 continue to the great and irreparable injury of Oakley until enjoined by this Court.

14 **SEVENTH CLAIM FOR RELIEF**

15 **TRADE DRESS INFRINGEMENT**

16 74. Oakley realleges paragraphs 1 through 26 as though set forth fully at  
17 this point.

18 75. This is an action for trade dress infringement and false designation of  
19 origin pursuant to 15 U.S.C. § 1125(a) against Defendant CTS.

20 76. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

21 77. Since 2002, Oakley has marketed and sold its "Half Jacket" line of  
22 sunglasses. The configuration of Oakley's "Half Jacket" sunglass is distinctive  
23 and well-recognized by the industry and consumers as emanating from Oakley.  
24 The "Half Jacket" sunglass has enjoyed enormous commercial success, which is  
25 expected to continue, and have become, through wide-spread recognition, an  
26 indicator of Oakley as the source of the products.

27 78. Oakley is informed and believes and thereupon alleges that the  
28 Defendant's advertising and sale of copies of Oakley's "Half Jacket" sunglass

1 configuration constitutes trade dress infringement and unfair competition, as a false  
2 designation of origin, a false description or representation of goods, and false  
3 representation to the consuming public that the Defendant's sunglasses originated  
4 from or somehow are authorized by or affiliated with Oakley.

5 79. Oakley is informed and believes and thereupon alleges that the actions  
6 of Defendant CTS was done willfully, knowingly and maliciously with the intent  
7 to trade upon the good will of Oakley and to injure Oakley.

8 80. The Defendant's acts are in violation of 15 U.S.C. § 1125 (a) and will  
9 continue to the great and irreparable injury of Oakley until enjoined by this Court.

10 WHEREFORE, Plaintiff Oakley, Inc. prays as follows:

- 11 1. That Defendant CTS Wholesale, LLC be adjudicated to have  
12 infringed Oakley's U.S. Patent No.5,387,949, and that the patent is  
13 valid and enforceable and is owned by Oakley;
- 14 2. That Defendant CTS Wholesale, LLC be adjudicated to have  
15 infringed Oakley's U.S. Patent No.D420,036, and that the patent is  
16 valid and enforceable and is owned by Oakley;
- 17 3. That Defendant CTS Wholesale, LLC be adjudicated to have  
18 infringed Oakley's U.S. Patent No.D388,816, and that the patent is  
19 valid and enforceable and is owned by Oakley;
- 20 4. That Defendant CTS Wholesale, LLC be adjudicated to have  
21 infringed Oakley's U.S. Patent No. D446,804, and that the patent is  
22 valid and enforceable and is owned by Oakley;
- 23 5. That Defendant CTS Wholesale, LLC be adjudicated to have  
24 infringed Oakley's U.S. Patent No. D556,818, and that the patent is  
25 valid and enforceable and is owned by Oakley;
- 26 6. That Defendant, its agents, servants, employees, and attorneys and all  
27 persons in active concert and participation with them, be forthwith  
28 preliminarily and thereafter permanently enjoined from making, using

1 or selling any sunglass which infringe United States Patent Nos.  
2 5,387,949, D420,036, D388,816, D446,804 and D556,818;

3 7. For an assessment and award of damages against Defendant in an  
4 amount equal to Oakley's lost profits, Defendant's profits, or a  
5 reasonable royalty derived from Defendant's infringement of  
6 Plaintiff's patent rights in U.S. Patent Nos. 5,387,949, D420,036,  
7 D388,816, D446,804 and D556,818 pursuant to 35 USC § 284 and  
8 289;

9 8. That the Defendant CTS Wholesale LLC be adjudicated to have  
10 infringed Oakley's "Radar" trade dress, and that said trade dress rights  
11 are enforceable and owned by Oakley;

12 9. That the Defendant CTS Wholesale LLC be adjudicated to have  
13 infringed Oakley's "Half Jacket" trade dress, and that said trade dress  
14 rights are enforceable and owned by Oakley;

15 10. That Defendant, its agents, servants, employees, and attorneys, and  
16 all those persons in active concert or participation with Defendant, be  
17 forthwith preliminary and thereafter permanently enjoined from  
18 infringing Oakley's "Radar" and "Half Jacket" trade dress;

19 11. For an assessment and award of damages against Defendant in an  
20 amount no less than Oakley's lost profits, Defendant's profits or a  
21 reasonable royalty for Defendant's infringement of Oakley's trade  
22 dress rights in its "Radar" and "Half Jacket" products pursuant to 35  
23 USC § 1125(a);

24 12. For an order requiring Defendant to deliver up and destroy all  
25 infringing sunglasses;

26 13. That an award of reasonable costs, expenses, and attorney's fees be  
27 awarded against Defendant pursuant to 15 U.S.C. § 1116(a) and 35  
28 U.S.C. § 285; and

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14. That Defendant be directed to file with this court and serve upon Oakley within 30 days after the service of the injunction, a report in writing under oath, setting forth in detail the manner and form in which Defendant has complied with the injunction.

DATED: 1/29/2010 WEEKS, KAUFMAN, NELSON & JOHNSON

/s/ Janet Robertson Kaufman  
JANET ROBERTSON KAUFMAN  
Attorney for Plaintiff, Oakley, Inc.

JURY DEMAND

Plaintiff Oakley, Inc. hereby requests a trial by jury in this matter.

DATED: 1/29/2010 WEEKS, KAUFMAN, NELSON & JOHNSON

/s/ Janet Robertson Kaufman  
JANET ROBERTSON KAUFMAN  
Attorney for Plaintiff, Oakley, Inc.